



**TOWN OF DISCOVERY BAY**  
*A COMMUNITY SERVICES DISTRICT*  
**SDLF Platinum-Level of Governance**



President – Bill Pease • Vice-President – Bryon Gutow • Director – Kevin Graves • Director – Robert Leete • Director – Bill Mayer

**TOWN OF DISCOVERY BAY**  
**COMMUNITY SERVICES DISTRICT**  
**AGENDA PACKET**

**Regular Board Meeting**  
**Wednesday, February 19, 2020**

**7:00 P.M. Regular Board Meeting**

**Community Center**  
**1601 Discovery Bay Boulevard**



# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

SDLF Platinum-Level of Governance



President – Bill Pease • Vice-President – Bryon Gutow • Director – Kevin Graves • Director – Robert Leete • Director – Bill Mayer

**NOTICE OF THE REGULAR MEETING  
OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY**

**Wednesday February 19, 2020**

**REGULAR MEETING 7:00 P.M.**

**Community Center**

**1601 Discovery Bay Boulevard, Discovery Bay, California**

**Website address: [www.todb.ca.gov](http://www.todb.ca.gov)**

**REGULAR MEETING 7:00 P.M.**

**A. ROLL CALL AND PLEDGE OF ALLEGIANCE**

1. Call business meeting to order 7:00 p.m.
2. Pledge of Allegiance.
3. Roll Call.

**B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)**

During Public Comments, the public may address the Board on any issue within the District's jurisdiction which is not on the Agenda. The public may comment on any item on the Agenda at the time the item is before the Board for consideration by filling out a comment form. The public will be called to comment in the order the comment forms are received. Any person wishing to speak must come up and speak from the podium and will have 3 minutes to make their comment. There is a device on the podium with a green, yellow, and red light. The yellow light will come on 30 seconds before the end of the 3 minutes. There will be no dialog between the Board and the commenter as the law strictly limits the ability of Board members to discuss matters not on the agenda. We ask that you refrain from personal attacks during comment, and that you address all comments to the Board only. Any clarifying questions from the Board must go through the President. Comments from the public do not necessarily reflect the view point of the Directors.

**C. CONSENT CALENDAR**

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. Approve DRAFT minutes of regular meeting for February 5, 2020.
2. Approve Register of District Invoices.
3. Approve Resolution No. 2020-03 to Execute an Amended and Restated Memorandum of Understanding to Develop a Groundwater Sustainability Plan.

**D. PRESENTATIONS**

1. Employee Recognition.

**E. MONTHLY WATER AND WASTEWATER REPORT – VEOLIA**

1. Veolia Report – Month of January.

**F. BUSINESS AND ACTION ITEMS**

1. Discussion and Possible Action to Approve Terracon Invoice No.TC97603 in the Amount of \$9,600.00.
2. Discussion and Possible Action Regarding Forwarding a Nomination for Special District Representation on LAFCO.

**G. DIRECTORS' REPORTS**

1. Standing Committee Reports.
2. Other Reportable Items.

**H. MANAGER'S REPORT**

**I. GENERAL MANAGER'S REPORT**

**J. CORRESPONDENCE RECEIVED**

**K. FUTURE AGENDA ITEMS**

**L. ADJOURNMENT**

1. Adjourn to the regular meeting on March 4, 2020 beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

"This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the American with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the Town of Discovery Bay, at (925) 634-1131, during regular business hours, at least forty-eight hours prior to the time of the meeting."

"Materials related to an item on the Agenda submitted to the Town of Discovery Bay after distribution of the agenda packet are available for public inspection in the District Office located at 1800 Willow Lake Road during normal business hours."



# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

SDLF Platinum-Level of Governance



President – Bill Pease • Vice-President – Bryon Gutow • Director – Kevin Graves • Director – Robert Leete • Director – Bill Mayer

## MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY

Wednesday February 5, 2020

REGULAR MEETING 7:00 P.M.

Community Center

1601 Discovery Bay Boulevard, Discovery Bay, California

Website address: [www.todb.ca.gov](http://www.todb.ca.gov)

### REGULAR MEETING 7:00 P.M.

#### A. ROLL CALL AND PLEDGE OF ALLEGIANCE

1. Call business meeting to order 7:00 p.m. – By President Pease.
2. Pledge of Allegiance – Led by Vice-President Gutow.
3. Roll Call – All Present.

#### B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)

None.

#### C. CONSENT CALENDAR

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. Approve DRAFT minutes of regular meeting for January 15, 2020.
2. Approve Register of District Invoices.
3. Approve a Letter from the District President to the Cypress Landing Community Association and the Owner of 2005 Bowsprit Court, Discovery Bay, to Replace the Missing Soundwall Fence at that Location.

Motion by: Director Graves to approve the Consent Calendar.

Second by: Director Leete.

Vote: Motion Carried – AYES: 5, NOES: 0.

#### D. AREA AGENCIES REPORTS / PRESENTATION

1. Supervisor Diane Burgis, District III Report.

Deputy Chief of Staff Lea Castleberry provided the details regarding transportation updates (Vasco Road, Byron Highway and Byer Road), illegal dumping, and agricultural ordinance.

2. Sheriff's Office Report.

Crime Prevention Specialist Fontenot – Provided an update regarding the number of stats from last month. Delta Station Commander Mark Johnson – Introduced himself along with two new deputies.

3. CHP Report – Officer Thomas provided an update for the month of January; stats for citations (speed and registration), and DUI's. There was discussion regarding Discovery Bay Boulevard and Highway 4.

4. East Contra Costa Fire Protection District Report – Battalion Chief Ross Macumber provided an update regarding the number of calls and response time for December and January. Also provided details regarding the 2<sup>nd</sup> annual volunteer firefighter reunion ceremony, April 18<sup>th</sup> at Knightsen Elementary School. There was discussion regarding the average response time.

#### E. LIAISON REPORTS

None.

#### F. PRESENTATIONS

None.

**G. BUSINESS AND ACTION ITEMS**

1. Public Hearing to Consider; Adoption of Ordinance No. 7 – An Ordinance of the Board of Directors of the Town of Discovery Bay, A California Community Services District, Amending Ordinance No. 7 Water Regulations and Service Ordinance.

General Manager Davies – Provided the details regarding the amendments to Ordinance No. 7; SB998 shutoff law (effective February 1<sup>st</sup>) with a number of requirements. Staff is recommending opening the Public Hearing on the amendments, accept any Public Comments, close the Public Hearing, and adopt Ordinance No. 7. The vote of the Board will be published (within 15 days), and 30 days from adoption the ordinance will take effect.

There was discussion regarding compliance with SB998.

Motion by: Director Leete to Open Public Hearing on amendments to Water Ordinance No. 7 as drafted, accept any public comments, close the public hearing, and adopt Ordinance No. 7, Water Regulations and Service Ordinance.

Second by: Director Graves.

Vote: Motion Carried – AYES: 5, NOES: 0.

There was no public comment.

2. Discussion and Possible Action to Proceed with Annexation of Wastewater Plant #2, and Newport Water Treatment Plant Sites.

Projects Manager Yeraka – Provided the details regarding the Annexation of Wastewater Plant No. 2 and Newport Treatment Plant Sites; the parcel is not within the territory boundary of Discovery Bay, property taxes have been paid by the Town (\$11,000/year) and the Town now has the opportunity to annex the parcels (included with the Pantages annexation). Staff will work with Legal Counsel for the language to send to LAFCO to avoid any restrictions to the Town. Recommendation is to authorize Staff to prepare the necessary documents to Annex Wastewater Plant #2 and Newport Water Treatment Plant Sites and to authorize the General Manager to spend up to \$15,000.00 for the plat maps and any other incidentals. Staff will work with Legal Counsel for the suggested language (broad/general language), CEQA document, and application.

There was discussion regarding the size of Plant No. 2 (50 acres).

Motion by: Director Mayer to authorize Staff to proceed with Preparing Necessary Documents to Annex Wastewater Plant #2 and Newport Water Treatment Plant Sites with an amount not to exceed \$15,000.00.

Second by: Director Leete.

Vote: Motion Carried – AYES: 5, NOES: 0.

3. Discussion and Possible Action Regarding Special District Representation on LAFCO.

General Manager Davies – Provided the details regarding the Special District Representations on LAFCO; call for nominations, call for voting delegates, with a deadline of March 6, 2020. Staff recommends the Board appoint President Pease as the voting delegate and Vice-President Gutow as the alternate for our District. Also, if there is any Board Member that would like to be nominated, the item will be brought back to the Board with a resolution asking that Board Member be nominated.

There was discussion regarding the process.

Motion by: Director Graves to designate President Bill Pease and Vice President Bryon Gutow (alternate) as the District's voting delegates to the Independent Special District Selection Committee ("ISDSC").

Second by: Director Leete.

There was discussion regarding the motion; only for item 1 under Recommended Action.

Vote: Motion Carried – AYES: 5, NOES: 0.

There was discussion regarding the interest to fill the upcoming Special District vacancies and vote to nominate.

General Manager Davies – Provided the detail regarding the timeframe for the Special District Selection; deadline is March 6<sup>th</sup> – at the next Board meeting of February 19, 2020 call for nominations, make a nomination and have the resolution prepared and approved at the March 4, 2020 Board meeting.

4. Discussion and Possible Action Regarding an Amended and Restated MOU – Development of a Groundwater Sustainability Plan for the East Contra Costa County Subbasin.

General Manager Davies – Provided a background and update regarding the amended and restated MOU; split the Tracy Subbasin and acquire our own Subbasin which is now known as the East Contra Costa County Subbasin.

Motion by: Director Leete to authorize the General Manager to execute and carryout the terms of the attached "Amended and Restated Memorandum of Understanding – Development of a Groundwater Sustainability Plan for the East Contra Costa County Subbasin, (DWR Basin 5-22.19, San Joaquin Valley)" with the GSA's of City of Antioch, Byron-Bethany Irrigation District, Contra Costa Water District, Contra Costa County, Diablo Water District, East Contra Costa Irrigation District, and City of Brentwood.

Second by: Director Mayer.

Vote: Motion Carried – AYES: 5, NOES: 0.

**5. Discussion and Possible Action to Approve Resolution No. 2020-02 Regarding Applying for \$68,804.00 in Grant Funds to Convert Two Tennis Courts to Six Pickleball Courts.**

Recreation Programs Supervisory Gallo – Provided the details regarding the application for Grant Funds remaining in the amount of \$68,804.00 related to the conversion of the Tennis Courts to Pickleball Courts. Also the Pickleball Group is in attendance and have donated up to \$30,000.00 to meet the required amount for the cost of the conversion.

Motion by: Director Graves to authorize the General Manager to execute any and all documents required to obtain \$68,804 in grant funds to convert two tennis courts to six pickleball courts and approve Resolution No. 2020-02 authorizing an application for the grant funds, adopting a CEQA exemption, approving the project, and directing filing of the Notice of Exemption.

Second by: Director Leete.

There was discussion regarding the money raised by the Pickleball group; congratulated the Pickleball group.

Vote: Motion Carried – AYES: 5, NOES: 0.

**H. MANAGER'S REPORT**

None.

**I. DIRECTORS' REPORTS**

**1. Standing Committee Reports.**

- a. Finance Committee Meeting (Committee Members Robert Leete and Bill Mayer)  
February 5, 2020 – Director Leete provided the details regarding the Finance Committee meeting related to the preliminary numbers for the upcoming Rate Study, the Audit, and the Budget Calendar.
- b. Internal Operations Committee Meeting (Committee Members Robert Leete and Kevin Graves)  
February 5, 2020 – Director Leete provided the details regarding the Internal Operations Committee meeting related to the SB998, personnel updates, and the license plate readers.
- c. Water and Wastewater Committee Meeting (Committee Members Bill Pease and Bill Mayer)  
February 5, 2020 – Director Mayer provided the details regarding the Water and Wastewater Committee meeting related to the Marina underwater crossing break, amended and restated MOU – Development of a Groundwater Sustainability Plan for the East Contra Costa County Subbasin, and the Plant No. 2 annexation.

There was discussion regarding the Marina underwater crossing break.

Water and Wastewater Manager Goldsworthy – Stated that the water is off and not affecting any service, diver to locate the pipe break, and to repair with a stainless steel clamp.

**2. Other Reportable Items.**

**J. GENERAL MANAGER'S REPORT**

- a. Wipes in the Pipes Award – General Manager Davies provided an update regarding the Wipes in the Pipes Award related to the award and a plaque. Also Executive Assistant Heint advanced the project.
- b. Automated License Plate Readers – General Manager Davies provided an update regarding the letter received related to the implementing of the readers and the need to have a reader attached to a town light pole.

**K. CORRESPONDENCE RECEIVED (Information Only)**

1. R – Delta Conveyance Environmental Review Initiated and Public Scoping Meetings Scheduled.
2. R – Byron Municipal Advisory Council meeting minutes for September 24, 2019.
3. R – Byron Municipal Advisory Council meeting minutes for November 26, 2019.
4. R – California Special District Association Board of Directors Nominations Seat C.
5. R – Compliance Evaluation Inspection Report January 2020.

**L. FUTURE AGENDA ITEMS**

None.

The regular meeting adjourned at 7:36 p.m. to the Closed Session.

**M. OPEN SESSION DISCLOSURE OF CLOSED SESSION AGENDA**

(Government Code Section 54957.7)

Legal Counsel Pinasco - The Town of Discovery Bay will adjourn to Closed Session to discuss the item identified on the Agenda as N-1 and N-2.

**N. CLOSED SESSION:**

1. Public Employee Performance Evaluation pursuant to Government Code 54957 (Position: General Manager)
2. Conference with Labor Negotiator Pursuant to Government Code Section 54957.6  
Agency Designated Representative: Bill Pease/Rod Attebery  
Unrepresented Employee: General Manager

**O. RETURN TO OPEN SESSION; REPORT ON CLOSED SESSION**

(Government Code Section 54957.1)

Legal Counsel Pinasco - Reporting from Closed Session and there is no reportable action.

**P. BUSINESS AND ACTION ITEMS**

1. Discussion and Possible Action Regarding General Manager Compensation.  
Motion by: Director Graves to increase the General Manager compensation to \$175k and direct Legal Counsel to amend the Contract.  
Second by: Director Mayer.  
Vote: Motion Carried – AYES: 5, NOES: 0.

**Q. ADJOURNMENT**

1. The meeting adjourned at 8:03 p.m. to the next regular meeting of February 19, 2020 beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

//cmc – 02-07-2020

<http://www.todb.ca.gov/agendas-minutes>



# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

Meeting Date

February 19, 2020

**Prepared By:** Julie Carter, Finance Manager & Lesley Marable, Accountant  
**Submitted By:** Michael R. Davies, General Manager *MRD*

### Agenda Title

Approve Register of District Invoices.

### Recommended Action

Staff recommends that the Board approve the listed invoices for payment.

### Executive Summary

District invoices are paid on a regular basis, and must obtain Board authorization prior to payment. Staff recommends Board authorization in order that the District can continue to pay warrants in a timely manner.

### Fiscal Impact:

**Amount Requested** \$ 252,913.91

**Sufficient Budgeted Funds Available?:** Yes (If no, see attached fiscal analysis)

**Prog/Fund #** See listing of invoices. **Category:** Operating Expenses and Capital Improvements

### Previous Relevant Board Actions for This Item

### Attachments

Request For Authorization to Pay Invoices for the Town of Discovery Bay CSD 2019/2020

AGENDA ITEM: C-2

**For The Meeting On February 19, 2020**  
**Town of Discovery Bay CSD**  
**Fiscal Year 7/19 - 6/20**

Veolia Water North America	\$138,248.14
J.W. Backhoe & Construction, Inc.	\$41,513.29
CaliforniaChoice Benefit Admin	\$15,857.57
Herwit Engineering	\$11,967.40
U.S. Bank Corporate Payment System	\$10,720.34
Badger Meter	\$5,607.00
Lechowicz & Tseng Municipal Consultants	\$4,290.00
Freedom Mailing Service, Inc	\$2,795.31
Contra Costa Environmental Health Div.	\$2,786.00
Stantec Consulting Services Inc	\$2,597.00
Upper Case Printing, Inc.	\$1,814.65
Karina Dugand	\$1,812.00
BSK Associates	\$1,721.86
California Rural Water Association	\$1,367.00
Matrix Trust	\$1,284.07
Paul E. Vaz Trucking, Inc.	\$1,015.87
Office Depot	\$934.44
Contra Costa Health Services	\$835.00
Mt. Diablo Resource Recovery	\$789.56
Verizon Wireless	\$789.31
BrightView Landscape Services, Inc.	\$625.00
Univar Solutions USA Inc.	\$452.05
Brentwood Ace Hardware	\$382.68
Bryon Gutow	\$345.00
Kevin Graves	\$345.00
ReliaStar Life Insurance Company	\$325.00
Robert Leete	\$276.00
Bill Pease	\$230.00
William Mayer	\$230.00
Watersavers Irrigation Inc.	\$170.45
Brentwood Press & Publishing	\$140.00
UniFirst Corporation	\$103.06
Discovery Pest Control	\$99.00
Lesley Marable	\$98.26
Department of Justice	\$98.00
Water Utility Refund Customer	\$88.01
Michael Davies	\$84.99
Bay Area News Group	\$75.60
	\$252,913.91



# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

**Meeting Date**

February 19, 2020

**Prepared By:** Michael R. Davies, General Manager

**Submitted By:** Michael R. Davies, General Manager

MRD

**Agenda Title:**

Approve Resolution No. 2020-03 – Execute an Amended and Restated Memorandum of Understanding to Develop a Groundwater Sustainability Plan.

**Recommended Action:**

Approve Resolution No. 2020-03 – Execute an Amended and Restated Memorandum of Understanding to Develop a Groundwater Sustainability Plan.

**Executive Summary:**

At the February 5, 2020 Regular Board Meeting, the Board voted to authorize the General Manager to sign the attached Amended and Restated Memorandum of Understanding ("MOU") to Develop a Groundwater Sustainability Plan.

The attached Resolution No. 2020-03 approves and adopts the MOU.

**Previous Relevant Board Actions for This Item**

April 5, 2017

November 5, 2017

February 5, 2020

**Attachments**

Draft Resolution No. 2020-03.

Final Amended & Restated East CC Subbasin MOU - Revised 02- 2020.

**AGENDA ITEM: C-3**



**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

**RESOLUTION 2020-03**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY, TO EXECUTE AN AMENDED AND  
RESTATED MEMORANDUM OF UNDERSTANDING TO DEVELOP A  
GROUNDWATER SUSTAINABILITY PLAN**

WHEREAS, the Town of Discovery Bay Community Services District (“District”) is a government agency organized and existing under the laws of the State of California; and

WHEREAS, the Sustainable Groundwater Management Act (“Act”) authorizes local agencies to manage groundwater in a sustainable fashion; and

WHEREAS, the Act requires all high- and medium-priority groundwater basins, as designated by the California Department of Water Resources (DWR), to be managed by a Groundwater Sustainability Agency (“GSA”); and

WHEREAS, on April 5, 2017, the District adopted Resolution No. 2017-07 approving the formation of Discovery Bay as a GSA and approved a Memorandum of Understanding (“MOU”) with the GSAs of City of Antioch, City of Brentwood, Byron-Bethany Irrigation District, Contra Costa Water District, Contra Costa County, Diablo Water District, and East Contra Costa Irrigation District (collectively “Parties”) to adopt and implement a Groundwater Sustainability Plan (“GSP”); and

WHEREAS, on February 11, 2019, the Department of Water Resources approved dividing the Tracy Subbasin into two subbasins (e.g., East Contra Costa Subbasin and Tracy Subbasin) thereby creating a separate groundwater basin entirely within Contra Costa County called the “East Contra Costa Subbasin,” (SWR Basin 5-22.19, San Joaquin Valley); and

WHEREAS, the East Contra Costa Subbasin is a medium-priority groundwater basin; and

WHEREAS, Water Code section 10727(b) authorizes multiple GSAs overlying a single groundwater basin to develop and adopt a single groundwater sustainability plan for the basin and the District will continue to work cooperatively with the Parties under the MOU attached as Exhibit A to prepare a GSP for the East Contra Costa Subbasin.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1: The above recitals are true and correct.

Section 2: The Amended and Restated Memorandum of Understanding for the Development of a Groundwater Sustainability Plan for the East Contra Costa Subbasin (DWR Basin 5-22.19, San Joaquin Valley) MOU, attached hereto as Exhibit A, is hereby approved and adopted.

Section 3: This Resolution shall take effect immediately upon its adoption.

Section 4: The Board Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 19<sup>TH</sup> DAY OF FEBRUARY 2020.

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Bill Pease  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on February 19, 2020, by the following vote of the Board:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Michael R. Davies  
Board Secretary

DRAFT



23           B.       The East Contra Costa Subbasin (“**Basin**”) is referred to as DWR Basin 5-22.19,  
24 San Joaquin Valley, and is shown on the map attached hereto as Exhibit A and incorporated herein  
25 by reference as if set forth in full. The Basin is located in eastern Contra Costa County. The  
26 Parties collectively overlie all of the Basin.

27           C.       Under SGMA, one or more local agencies may form a groundwater sustainability  
28 agency (“**GSA**”), by memorandum of agreement, joint exercise of powers agreement, or other  
29 agreement. (Wat. Code, §§ 10723(a), 10723.6.) The Parties desire for each Party to be the GSA  
30 within all or a portion of that Party’s boundary. The Parties further desire to develop a governance  
31 structure for the Basin to be considered during development of the groundwater sustainability plan  
32 (a “**GSP**”) for the Basin (the “**Basin GSP**”). The Parties further desire to resolve areas of  
33 jurisdictional overlap so that no two Parties serve as GSAs over the same area. The purpose of  
34 this MOU is to coordinate the Parties’ activities related to each Party becoming a GSA,  
35 development of the Basin GSP, and each Party’s future consideration of whether to adopt the Basin  
36 GSP.

37           D.       The Parties wish to collaborate in an effort to ensure sustainable groundwater  
38 management for the Basin, manage the groundwater basin as efficiently as practicable balancing  
39 the financial resources of the agencies with the principles of effective and safe groundwater  
40 management, while retaining groundwater management authority within their respective  
41 jurisdictions. The Parties desire to share responsibility for Basin management under SGMA. The  
42 Parties recognize that the key to success in this effort will be the coordination of activities under  
43 SGMA, and the collaborative development of the Basin GSP, which each Party may consider  
44 adopting and implementing within its GSA management area.

45 E. The Basin has been designated by the California Department of Water Resources  
46 (“DWR”) as a medium-priority groundwater basin, which, under the terms of SGMA, means that  
47 the Parties must submit a Basin GSP to DWR by January 31, 2022.

48 F. This MOU amends and restates the original Memorandum of Understanding, dated  
49 May 9, 2017, and as amended on November 16, 2017. This MOU also recognizes changes that  
50 reflect DWR’s determination that, for purposes of SGMA, the Basin is separate and distinct from  
51 other portions of the Tracy Subbasin located in San Joaquin and Alameda Counties. The Basin is  
52 located entirely within Contra Costa County. The Parties wish to memorialize and restate their  
53 commitments by means of this MOU.

54 Understandings

55 1. *Term.* The term of this MOU begins on the Effective Date, which shall occur upon  
56 execution of this MOU by all eight of the parties, and this MOU shall remain in full force  
57 and effect until the earliest of the following events: (i) January 31, 2022, (ii) the date upon  
58 which the Parties submit a Basin GSP to DWR, or (iii) the date upon which the Parties then  
59 party to the MOU execute a document jointly terminating the provisions of this MOU. An  
60 individual Party’s obligations under this MOU terminate when the Party withdraws from  
61 the MOU in accordance with Section 4.

62 2. *Development of the GSP*

63 a. *Parties to Become GSAs.* Each Party, except Contra Costa Water District, agrees  
64 to take the necessary actions to become the GSA for all or a portion of that area of  
65 the East CC Basin that it overlies, as shown on Exhibit A, attached hereto, no later  
66 than April 1, 2017, or shortly thereafter. The Parties shall jointly submit the Parties’

67 individual elections to become GSAs and this MOU to DWR prior to April 1, 2017,  
68 or shortly thereafter. The Parties further agree to develop a governance structure  
69 for the Basin to be considered during development of the Basin GSP

70 b. *Single GSP.* The Parties will collaborate to develop a single Basin GSP that, at a  
71 minimum, satisfies the GSP requirements in the SGMA and the regulations  
72 promulgated under the SGMA. The Basin GSP must include an analysis of  
73 implementation costs and revenue sources, and must include an analysis of  
74 governance structure options. The Basin GSP shall be drafted in a manner that  
75 preserves, and does not purport to supersede, the land use authority of each city or  
76 county, or the statutory authority of each special district, that is a party to this MOU.  
77 The Basin GSP must include provisions for consultation between a GSA and any  
78 public agency that the GSA overlaps before the GSA takes any action that may  
79 relate to that public agency's exercise of its statutory authority. Unless the Parties  
80 later agree otherwise, it is intended that the Basin GSP will be implemented by  
81 each Party within its respective GSA management area, and that the Parties will  
82 coordinate their implementation of the Basin GSP.

83 c. *Overlap Areas.* Solely for the purpose of complying with the SGMA requirement  
84 that GSA management areas not overlap, the Parties agree that there are no  
85 overlapping GSA management areas, as shown on Exhibit A. This MOU does not  
86 purport to limit any Party's legal authority to utilize and deliver groundwater or  
87 surface water throughout its jurisdictional boundary (as may be amended from  
88 time-to-time), which may include area outside of a Party's management area shown  
89 on Exhibit A.

90 d. *Cooperation of Efforts.* The Parties will designate staff who will endeavor to meet  
91 monthly or more frequently if necessary to develop the terms of the Basin GSP in  
92 an expeditious manner.

93 e. *Contracting with Consultant & Cost Share Among the Parties.*

94 (1) *Contracting with Consultant.*

95 A. Contract for the Preparation of the GSP. Brentwood, acting on  
96 behalf of the other Parties, shall promptly enter into an agreement with Luhdorff and Scalmanini  
97 (“**Consultant**”) for the preparation of the Basin GSP.

98  
99 B. Annual Budgets and Scopes of Work. Not later than each  
100 February 15, Brentwood shall obtain a proposed budget and scope from Consultant for services  
101 during the upcoming fiscal year. Brentwood shall promptly provide the proposed budget and  
102 scope to the other Parties and shall give the other Parties until each March 15 to review the  
103 proposed budget and scope, and provide written comments to Brentwood. Such comments shall  
104 include each Party’s determination as to whether it is willing to pay its share of the cost of such  
105 work, as identified in Paragraph 2(e)(2). If, after each March 15, no Party has indicated in  
106 writing that it is unwilling to pay its share of the cost of such work, the Consultant’s budget and  
107 scope for the upcoming fiscal year shall be deemed approved and Brentwood shall take such  
108 actions as may be necessary to cause Consultant to perform the services included in that budget  
109 and scope of work. In the event that one or more Parties object to the proposed budget and scope  
110 of work, the Parties shall promptly meet and confer to determine an appropriate course of action.

111 C. Payments by Parties to Brentwood. Brentwood shall, upon receipt  
112 of Consultant’s monthly invoices, pay Consultant for services rendered during the previous

113 month. Brentwood will promptly provide invoices to the other Parties identifying their shares of  
114 the cost of the previous month's work and such other Parties shall pay said invoices within 45  
115 days of receipt.

116 (2) *Cost-Share for Basin GSP.* The costs associated with developing the  
117 Basin GSP ("**GSP Costs**"), including but not limited to, any local cost-shares required by state or  
118 federal grants, will be shared equally among the Parties.

119  
120 A. In-Kind Services Provided by County. The County, at its sole  
121 discretion, may satisfy its share of GSP Costs by providing in-kind services, which may include  
122 but may not be limited to mapping, graphics, and database management services. The County  
123 will provide written notice to the other Parties by the March 15 immediately preceding the fiscal  
124 year stating either that the County will pay its share of GSP Costs in the fiscal year, or that the  
125 County will provide in-kind services in lieu of paying its share of GSP Costs in the fiscal year.  
126 In the case of payments to Consultant or other vendors where the County wishes to substitute in-  
127 kind services for direct payments, Brentwood shall allocate such invoices equally among the  
128 Parties other than the County. Notwithstanding anything to the contrary contained herein, no  
129 Party shall be obligated to pay the County for the value of any in-kind services provided by the  
130 County, and the value of any in-kind services provided by the County shall only act as a credit  
131 towards the County's share of GSP Costs, as more particularly described in 2(e)(2)(B).

132 B. Annual Accounting. Brentwood shall prepare an annual  
133 accounting by October 1 that shows all GSP Costs for the previous fiscal year and that identifies  
134 in-kind services provided by the County and the County's calculation of the value of those in-  
135 kind services. By July 30th following the end of a fiscal year, the County will provide

136 Brentwood an accounting of the County's in-kind services during the prior fiscal year, and any  
137 carry-over value of in-kind services provided during any fiscal years preceding the prior fiscal  
138 year. The value of the County's in-kind services will be calculated based on (1) the then-current  
139 fully-burdened hourly rates for County staff time, benefits, and overhead, and (2) the County's  
140 actual costs for any materials or supplies required to provide the in-kind services.

141 i. Upon written notice to the other Parties no later than 15  
142 days after receiving Brentwood's annual accounting, any Party other than the County may  
143 dispute the County's calculation of the value of the in-kind services that the County provided  
144 during the fiscal year for which the accounting is prepared, but no Party may challenge the value  
145 of in-kind services that were carried over from any fiscal year preceding the fiscal year for which  
146 the accounting is prepared. In the event that one or more Parties provide notice of a dispute  
147 under this subparagraph, the Parties shall promptly meet and confer in an effort to resolve the  
148 dispute to the satisfaction of all Parties. The County's obligation to make any payments to other  
149 Parties under Paragraph 2(e)(2)(B)(ii) shall be tolled until the County receives, from each  
150 disputing Party, written notice that the dispute has been resolved to the disputing Party's  
151 satisfaction.

152 ii. Except as expressly provided in Paragraph 2(e)(2)(B)(i), in  
153 the event that Brentwood's annual accounting shows that the value of the in-kind services  
154 provided by the County during the fiscal year for which the accounting is prepared, plus any  
155 carry-over value for in-kind services provided in any preceding fiscal years, is less than the  
156 individual contributions of the other Parties during the fiscal year for which the annual  
157 accounting is prepared, the County shall provide, by the November 30 following receipt of the  
158 annual accounting, payments to each of the other Parties sufficient to equalize the values of the

159 Parties' contributions during the fiscal year for which the accounting is prepared. In the event  
160 that Brentwood's annual accounting shows that the value of the in-kind services provided by the  
161 County during the fiscal year for which the accounting is prepared, plus any carry-over value for  
162 in-kind services provided in any preceding fiscal years, is greater than the individual  
163 contributions of the other Parties, Brentwood shall credit the County with the difference and  
164 carry over that excess contribution to be credited towards the value of the County's in-kind  
165 services provided in the subsequent fiscal year.

166 f. *Approval of the GSP.* The Parties agree that the Basin GSP will become effective  
167 for each Party when all of the Parties adopt the Basin GSP.

168 3. *Savings Provisions.* This MOU shall not operate to validate or invalidate, modify or affect  
169 any Party's water rights or any Party's obligations under any agreement, contract or  
170 memorandum of understanding/agreement entered into prior to the effective date of this  
171 MOU. Nothing in this MOU shall operate to convey any new right to groundwater to any  
172 Party. Each Party to this MOU reserves any and all claims and causes of action respecting  
173 its water rights and/or any agreement, contract or memorandum of  
174 understanding/agreement; any and all defenses against any water rights claims or claims  
175 under any agreement, contract or memorandum of understanding/agreement.

176 4. *Withdrawal.* Any Party shall have the ability to withdraw from this MOU by providing  
177 sixty (60) days written notice of its intention to withdraw. Said notice shall be given to  
178 each of the other Parties.

179 a. A Party shall not be fiscally liable for expenditures following its withdrawal from  
180 this MOU, provided that the Party provides written notice at least sixty (60) days  
181 prior to the effective date of the withdrawal. A withdrawal shall not terminate, or

182           relieve the withdrawing Party from, any express contractual obligation to another  
183           Party to this MOU or to any third party incurred or encumbered prior to the  
184           withdrawal.

185           b.     In the event of a Party's withdrawal, this MOU shall continue in full force and effect  
186           among the remaining Parties. Further, a Party's withdrawal from this MOU does  
187           not, without further action by that Party, have any effect on the withdrawing Party's  
188           decision to be a GSA. A withdrawing Party shall coordinate the development of its  
189           groundwater sustainability plan with the other Parties to this MOU.

190     5.     *CEQA*. Nothing in this MOU commits any Party to undertake any future discretionary  
191           actions referenced in this MOU, including but not limited to electing to become a GSA and  
192           adopting the Basin GSP. Each Party, as a lead agency under the California Environmental  
193           Quality Act ("*CEQA*"), shall be responsible for complying with all obligations under  
194           *CEQA* that may apply to the Party's future discretionary actions pursuant to this MOU,  
195           including electing to become a GSA and adopting the Basin GSP.

196     6.     *Books and Records*. Each Party shall have access to and the right to examine any of the  
197           other Party's pertinent books, documents, papers or other records (including, without  
198           limitation, records contained on electronic media) relating to the performance of that  
199           Party's obligations pursuant to this Agreement, *providing that* nothing in this paragraph  
200           shall be construed to operate as a waiver of any applicable privilege and *provided further*  
201           that nothing in this paragraph shall be construed to give either Party rights to inspect the  
202           other Party's records in excess of the rights contained in the California Public Records Act.

203     7.     *General Provisions*

- 204 a. *Authority.* Each signatory of this MOU represents that s/he is authorized to execute  
205 this MOU on behalf of the Party for which s/he signs. Each Party represents that it  
206 has legal authority to enter into this MOU and to perform all obligations under this  
207 MOU.
- 208 b. *Amendment.* This MOU may be amended or modified only by a written instrument  
209 executed by each of the Parties to this MOU.
- 210 c. *Jurisdiction and Venue.* This MOU shall be governed by and construed in  
211 accordance with the laws of the State of California, except for its conflicts of law  
212 rules. Any suit, action, or proceeding brought under the scope of this MOU shall  
213 be brought and maintained to the extent allowed by law in the County of Contra  
214 Costa, California.
- 215 d. *Headings.* The paragraph headings used in this MOU are intended for convenience  
216 only and shall not be used in interpreting this MOU or in determining any of the  
217 rights or obligations of the Parties to this MOU.
- 218 e. *Construction and Interpretation.* This MOU has been arrived at through  
219 negotiations and each Party has had a full and fair opportunity to revise the terms  
220 of this MOU. As a result, the normal rule of construction that any ambiguities are  
221 to be resolved against the drafting Party shall not apply in the construction or  
222 interpretation of this MOU.
- 223 f. *Entire Agreement.* This MOU constitutes the entire agreement of the Parties with  
224 respect to the subject matter of this MOU and supersedes any prior oral or written

225 agreement, understanding, or representation relating to the subject matter of this  
226 MOU.

227 g. *Partial Invalidity.* If, after the date of execution of this MOU, any provision of this  
228 MOU is held to be illegal, invalid, or unenforceable under present or future laws  
229 effective during the term of this MOU, such provision shall be fully severable.  
230 However, in lieu thereof, there shall be added a provision as similar in terms to such  
231 illegal, invalid or unenforceable provision as may be possible and be legal, valid  
232 and enforceable.

233 h. *Waivers.* Waiver of any breach or default hereunder shall not constitute a  
234 continuing waiver or a waiver of any subsequent breach either of the same or of  
235 another provision of this MOU and forbearance to enforce one or more of the  
236 remedies provided in this MOU shall not be deemed to be a waiver of that remedy.

237 i. *Necessary Actions.* Each Party agrees to execute and deliver additional documents  
238 and instruments and to take any additional actions as may be reasonably required  
239 to carry out the purposes of this MOU.

240 j. *Compliance with Law.* In performing their respective obligations under this MOU,  
241 the Parties shall comply with and conform to all applicable laws, rules, regulations,  
242 and ordinances.

243 k. *Liability.* Each Party agrees to indemnify and hold every other Party to the  
244 Agreement, and their officers, agents and employees, free and harmless from any  
245 costs or liability imposed upon any other Party, officers, agents, or employees  
246 arising out of any acts or omissions of its own officers, agents or employees.

- 247 1. *Third Party Beneficiaries.* This MOU shall not create any right or interest in any  
248 non-Party or in any member of the public as a third party beneficiary.
- 249 m. *Counterparts.* This MOU may be executed in one or more counterparts, each of  
250 which shall be deemed to be an original, but all of which together shall constitute  
251 but one and the same instrument.
- 252 n. *Notices.* All notices, requests, demands or other communications required or  
253 permitted under this MOU shall be in writing unless provided otherwise in this  
254 MOU and shall be deemed to have been duly given and received on: (i) the date of  
255 service if served personally or served by electronic mail or facsimile transmission  
256 on the Party to whom notice is to be given at the address(es) provided below, (ii)  
257 on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or  
258 other similar overnight courier service, postage prepaid, and addressed as provided  
259 below, or (iii) on the third day after mailing if mailed to the Party to whom notice  
260 is to be given by first class mail, registered or certified, postage prepaid, addressed  
261 as follows:

262

263 **City of Antioch**

264 City Manager

265 P.O. Box 5007

266 Antioch, CA 94531-5007

267 Telephone: (925) 779-7011

268 Facsimile: (925) 779-7003

269

270                   **City of Brentwood**  
271                   City Manager  
272                   150 City Park Way  
273                   Brentwood, CA 94513  
274                   Phone: (925) 516-5400  
275                   Fax: (925) 516-5441

276  
277                   **Byron Bethany Irrigation District**  
278                   General Manager  
279                   7995 Bruns Road  
280                   Byron, CA 94514-1625  
281                   Telephone: (209) 835-0375  
282                   Facsimile: (209) 835-2869

283  
284                   **Contra Costa Water District**  
285                   General Manager  
286                   Contra Costa Water District  
287                   P. O. Box H20  
288                   Concord, CA 94524  
289                   Phone (925) 688-8032  
290                   Fax (925) 688-8197

291  
292  
293

294                   **Contra Costa County**  
295                   Director, Department of Conservation and Development  
296                   30 Muir Road  
297                   Martinez, CA 94553  
298                   Phone (925) 674-7866

299  
300                   **Diablo Water District**  
301                   Attn: General Manager  
302                   P.O. Box 127  
303                   87 Carol Lane  
304                   Oakley, CA 94561  
305                   Phone: (925) 625-3798  
306                   Fax: (925) 625-0814

307  
308                   **East Contra Costa Irrigation District**  
309                   General Manager  
310                   1711 Sellers Avenue  
311                   Brentwood, CA 94513  
312                   Phone: (925) 634-3544  
313                   Fax: (925) 634-0897

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**Discovery Bay Community Services District**

C/O: General Manager

1800 Willow Lake Road

Discovery Bay, CA 94505-9376

Telephone: (925) 634-1131

Facsimile: (925) 513-2705

8. Signatures. The Following signatures attest each Party's agreement hereto.

**[Remainder of page left blank. Signatures on next pages.]**

328 **CITY OF ANTIOCH**

329

330 By: \_\_\_\_\_

Date: \_\_\_\_\_

331 Rowland E. Bernal Jr., City Manager

332 **APPROVED AS TO FORM:**

333

334 By: \_\_\_\_\_

Date: \_\_\_\_\_

335 Thomas Lloyd Smith, City Attorney

336

337 **CITY OF BRENTWOOD**

338

339 By: \_\_\_\_\_

Date: \_\_\_\_\_

340 Tim Y. Ogden, City Manager

341

342 **APPROVED AS TO FORM:**

343

344 By: \_\_\_\_\_

Date: \_\_\_\_\_

345 Damien Brower, City Attorney

346

347 **BYRON BETHANY IRRIGATION DISTRICT**

348

349 By: \_\_\_\_\_

Date: \_\_\_\_\_

350 Rick Gilmore, General Manager

351

352 **CONTRA COSTA WATER DISTRICT**

353

354 By: \_\_\_\_\_

Date: \_\_\_\_\_

355 Stephen J. Welch, General Manager

356

357

358

359 APPROVED AS TO FORM:

360

361 By: \_\_\_\_\_ Date: \_\_\_\_\_

362 District Legal Counsel

363

364 **CONTRA COSTA COUNTY**

365

366 By: \_\_\_\_\_ Date: \_\_\_\_\_

367 John Kopchik, Director of  
368 Conservation and Development

369 APPROVED AS TO FORM:

370 Sharon L. Anderson, County Counsel

371

372 By: \_\_\_\_\_ Date: \_\_\_\_\_

373 Deputy County Counsel

374

375 **DIABLO WATER DISTRICT**

376

377 By: \_\_\_\_\_ Date: \_\_\_\_\_

378 Dan Muelrath, General Manager

379

380 **EAST CONTRA COSTA IRRIGATION DISTRICT**

381

382 By: \_\_\_\_\_ Date: \_\_\_\_\_

383 Aaron Trott, General Manager

384

385 **DISCOVERY BAY COMMUNITY SERVICES DISTRICT**

386

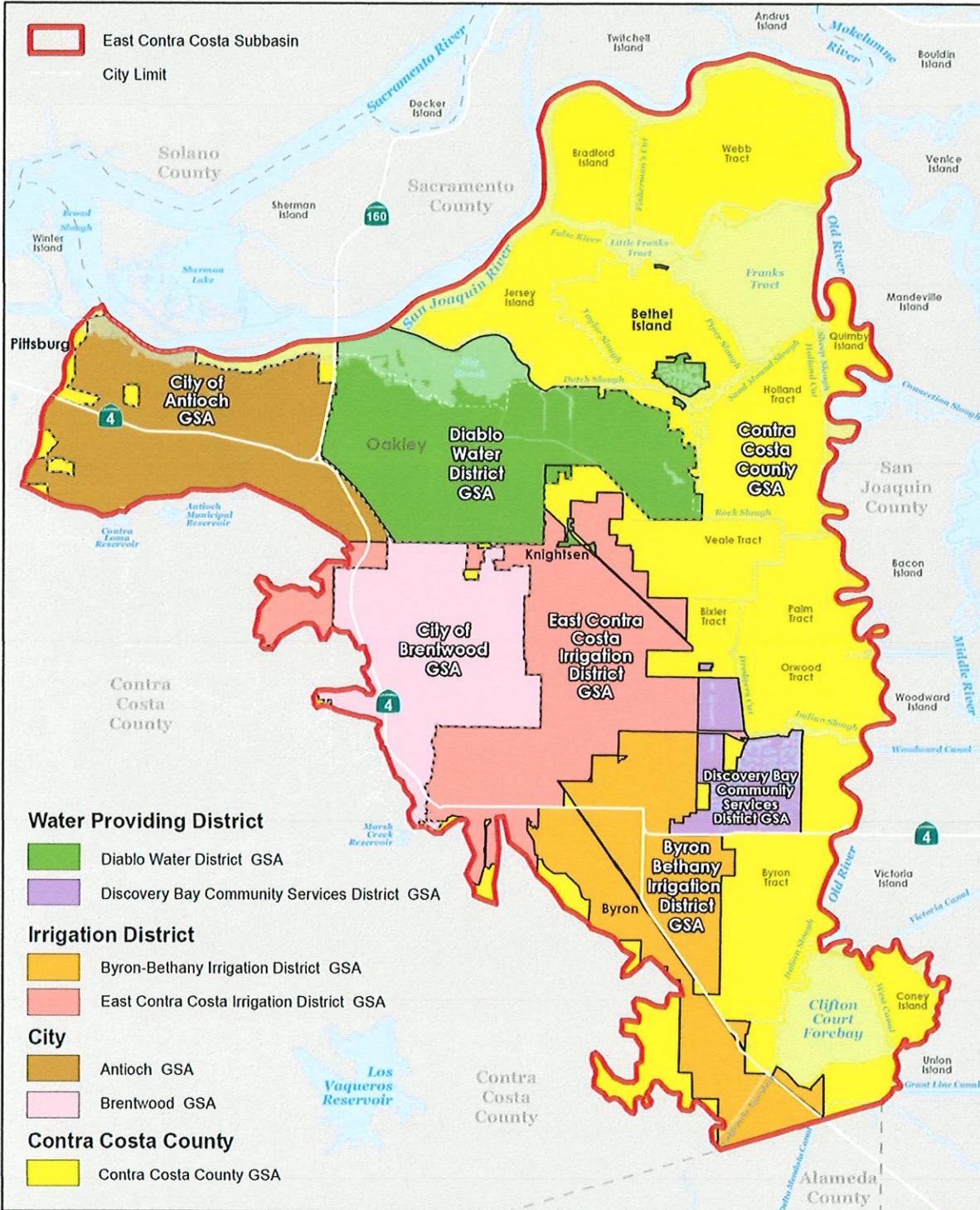
387 By:  \_\_\_\_\_ Date: 2/19/2020

388 Michael R. Davies, General Manager

389

**EXHIBIT A**

**Groundwater Sustainability Agencies in the East Contra Costa Subbasin (5-022.19)**



Map created 08/26/2019  
 by Contra Costa County Department of  
 Conservation and Development, GIS Group  
 30 Main Road, Martinez, CA 94553  
 37.59.41.791N 122.07.03.750W

This map or dataset was created by the Contra Costa County Department of Conservation and Development with data from the Contra Costa County GIS Program. Some base data, primarily City Limits, is derived from the CA State Board of Equalization's tax rate areas. While obligated to use this data the County assumes no responsibility for its accuracy. This map contains copyrighted information and may not be altered. It may be reproduced in its current state if the source is cited. Users of this map agree to read and accept the County of Contra Costa disclaimer of liability for geographic information.



**Town of Discovery Bay, CA  
Water & Wastewater**

**MONTHLY OPERATIONS REPORT**

**Jan 2020**

**3809** Days of Safe Operations  
**189,395** worked hours without a recordable incident

**TRAINING:**

- **Safety**
  - **Fire Extinguisher**
  - **Hazard Communication**
  
- **Operation**
  - **None**

**REPORTS SUBMITTED TO REGULATORY AGENCIES:**

- **Monthly Discharge Monitoring Report (DMR)**
- **Monthly electronic State Monitoring Report (eSMR)**
- **Monthly Coliform Report, State Water Board (DDW)**
- **Quarterly Discharge Monitoring Report (DMR)**
- **Quarterly electronic State Monitoring Report (eSMR)**
- **Quarterly Water Quality Report (DDW)**
- **Annual Discharge Monitoring Report(DMR)**
- **Annual electronic State Monitoring Report(eSMR)**
- **Annual Operation Report(eSMR)**
-

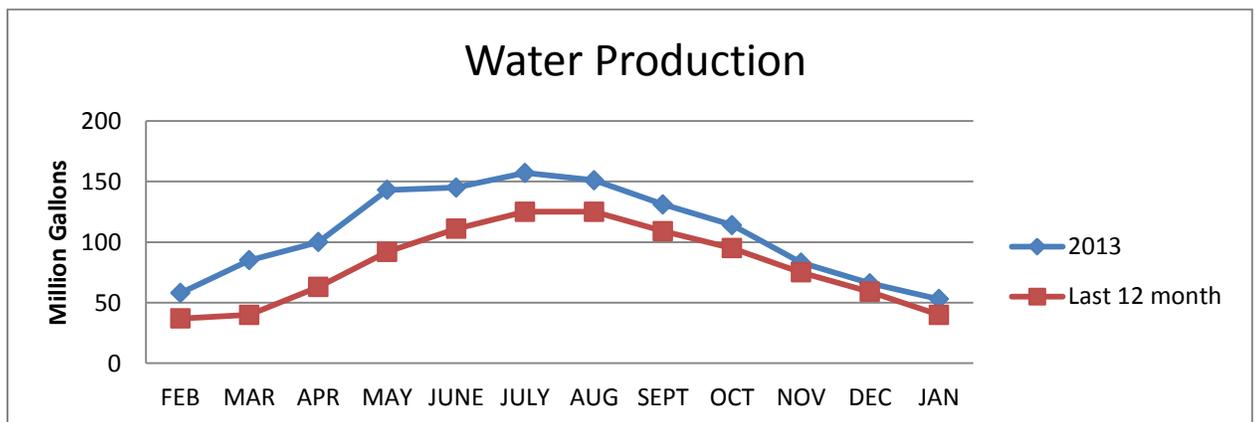
# WATER SERVICES

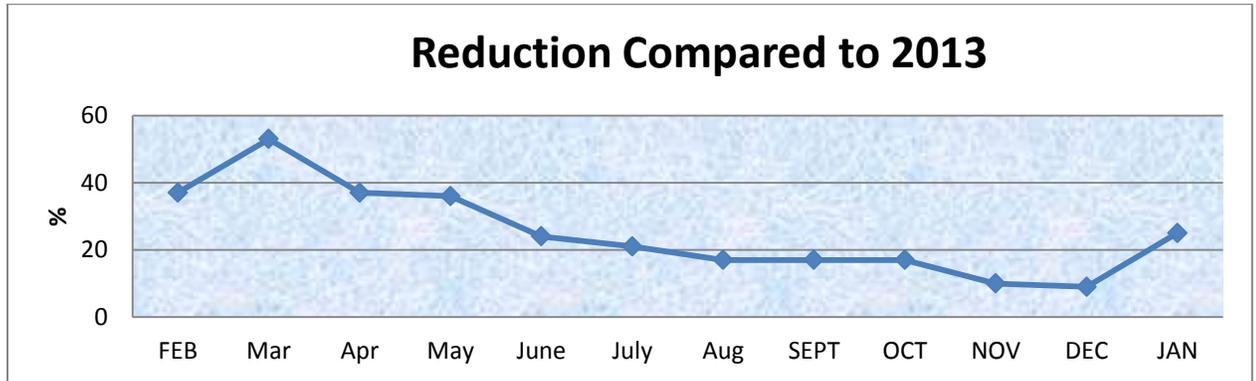
**Groundwater Well:**

- 1B - Active
- 2 – Active
- 4 – Active
- 5B - Active (Standby only)
- 6 – Active
- 7 - Active

**2020 Monthly Water Production Table (MG):**

<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>
<b>40</b>					
<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>





**Bacteriological Test Results:**

Routine Bacteria Samples Collected	No. Total Coliform Positives	No. Fecal/E. coli Positives	Brown Water Calls	Fire Hydrant Flushing
• 16	• 0	• 0	• 0	• 4

## WASTEWATER SERVICE

**Wastewater Laboratory Analysis**

<i>WW Effluent Parameter</i>	<i>Permit Limits</i>	<i>December Lab Data</i>	<i>January Lab Data</i>
Flow, MG Effluent, <b>monthly total</b>	[REDACTED]	35	33
Flow, MG Daily Influent Flow, <b>avg.</b>	N/A	1.6	1.3
Flow, MG Daily Discharge Flow, <b>avg.</b>	2.35	1.1	1.1
Effluent BOD <sub>5</sub> , lbs/d, <b>monthly avg.</b>	350	18	21
Effluent TSS, lbs/d, <b>monthly avg.</b>	200*	16	32
Effluent BOD <sub>5</sub> , mg/L, <b>monthly avg.</b>	20	2	2
Effluent TSS, mg/L, <b>monthly avg.</b>	10*	2	3
Total Coli form 7 day Median Max	23	ND	ND
Total Coli form Daily Maximum	240	ND	ND
% Removal BOD <sub>5</sub> , monthly avg.	85% min.	99%	99%
% Removal, TSS, monthly avg.	85% min.	98%	99%
Electrical Conductivity, umhos/cm <b>annual avg.</b>	2100	2285	2250

\*New TSS Limit went into effect Under permit limits will change in Feb 2020

**National Pollution Discharge Elimination System (NPDES):**

NPDES Related Excursions	Permit Parameter	NPDES Parameter Limit	Actual Parameter Result
• 0	• N/A	• N/A	• N/A

**COLLECTION**

**Lift Station Status:**

# of Active Lift Stations	# of Inactive Lift Stations	SSO	Wastewater Received (MG)
• 15	• 0	• 0	• 41

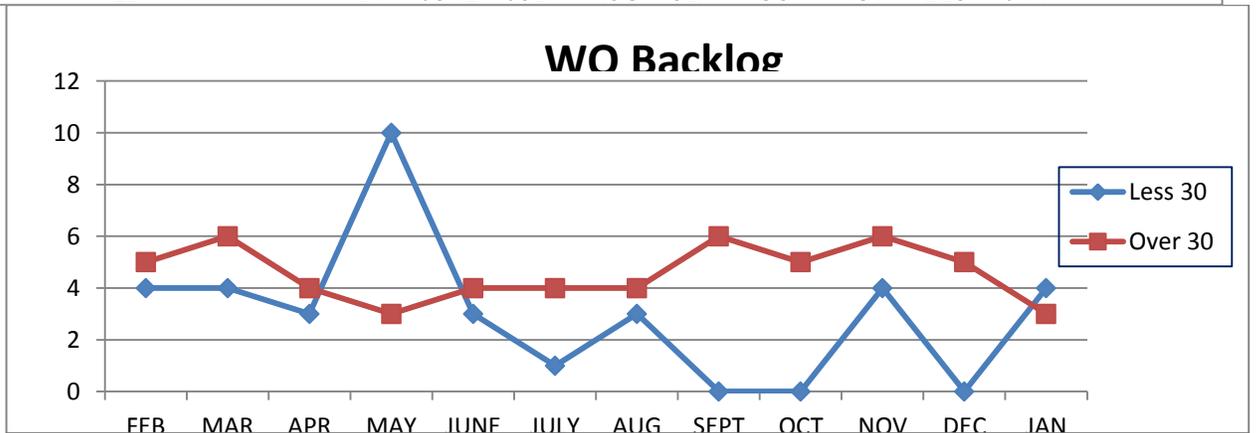
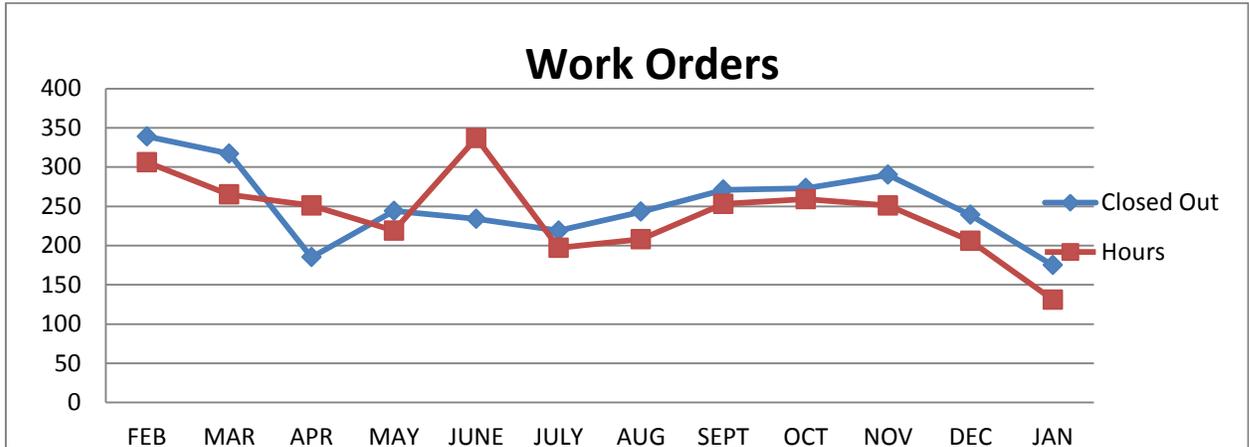
Performed weekly lift station inspections

**Sewer System:**

- Continue collection sanitary sewer line assessment
- Flushed/CCTV will be performed after assessment
- Manhole & covers are inspected during assessment.

**MAINTENANCE**

**Preventive and Corrective:**



**Call & Emergency Response**

Call Outs	Emergencies
<b>5</b>	<b>0</b>
Regular Hours	Overtime
<b>1313</b>	<b>14</b>

**TERMS**

WWTP	WASTEWATER TREATMENT PLANT
WTP	WATER TREATMENT PLANT
WL	WILLOW LAKE
NP	NEWPORT
VFD	VARIABLE FREQUENCY DRIVE
WO	WORK ORDER
PLC	PROGRAMMABLE LOGIC CONTROLLER
L/S	LIFT STATION
SSO	SANITARY SEWER OVERFLOW
BOD	BIOLOGICAL OXYGEN DEMAND
TSS	TOTAL SUSPENDED SOLIDS
MGD	MILLION GALLONS PER DAY
mg/l	MILLIGRAMS PER LITRE
CCTV	CLOSED CIRCUIT TELEVISION
PPM	PARTS PER MILLION
RAS	RETURN ACTIVATED SLUDGE
WAS	WATSE ACTIVATED SLUDGE
UV	ULTRAVIOLET LIGHT



# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

Meeting Date

February 19, 2020

**Prepared By:** Michael R. Davies, General Manager

**Submitted By:** Michael R. Davies, General Manager

MRD

**Agenda Title:**

Discussion and Possible Action to Approve Terracon Invoice No. TC97603 in the Amount of \$9,600.00.

**Recommended Action:**

Authorize payment of Terracon Invoice No. TC97603 in the amount of \$9,600.00.

**Executive Summary:**

On or about 12/04/19 Terracon submitted for payment Invoice No. TC97603 ("Invoice") in the amount of \$9,600.00. This invoice was for contract services in the "Construction Document Phase" of a community center competitive pool – billed at 75% phase completion.

The Invoice was placed on the Register of District Invoices on the Consent Calendar at the Regular Board Meeting of December 18, 2019. The Invoice was pulled from the Register and addressed separately. By unanimous Board vote, payment of the invoice was suspended until such time as Terracon attended a future Board meeting and provided a progress update.

Terracon made a progress presentation to the Board at the Regular Board Meeting of January 15, 2020. No action was taken on payment of the Invoice.

On February 10, 2020, the General Manager accompanied a Terracon representative to drop off the completed construction documents for plan check review at Contra Costa County Environmental Health. Environmental Health is the first step in County plan check review. Environmental Health accepted the plans, but later emailed a plan review check-list to be completed and returned by Terracon.

In staff's opinion, the acceptance of the plans for review by Environmental Health AND the return of the completed check-list by Terracon, would demonstrate that the "Construction Document Phase" has been completed. Staff's recommendation is to approve payment of Invoice No. TC97603 in the amount of \$9600.00.

Note: The contract amount for "Construction Document Phase" is \$24,000. The Town has paid \$8,400. This invoice payment in the amount of \$9,600 would make a total of \$18,000 in payments (75% of total), with a balance for this phase of \$6,000.

The contract amount for Agency Review/Bidding is \$4,500. No payments have been made or invoiced for this phase as of yet.

**Previous Relevant Board Actions for This Item**

12/18/19  
01/15/20

**Attachments**

Terracon Invoice No. TC97603

AGENDA ITEM: F-1



# INVOICE

1981 N Broadway, Ste 385  
Walnut Creek, CA 94596-8214  
925-464-4600

Project Mgr: Jim McClelland

**Project:** Discovery Bay Swimming Pool  
1601 Discovery Bay Boulevard  
Discovery Bay, CA 94505

**To:** Town of Discovery Bay CA  
Attn: Michael R. Davies  
1800 Willow Lake Road  
Discovery Bay, CA 94505

REMIT TO:	
<b>Invoice Number: TC97603</b>	
<b>Terracon Consultants, Inc.</b>	
<b>PO Box 959673</b>	
<b>St Louis, MO 63195-9673</b>	
<b>Federal E.I.N.: 42-1249917</b>	

Project Number:	BE186102
Contract Amount:	\$67,400.00
Billed to Date:	\$50,500.00
Invoice Date:	12/04/2019
For Period:	10/27/2019 to 11/30/2019

Description	Total
-------------	-------

**TASK: SCO Aquatic Design->Construction Document Phase**

Construction Document Phase - Billed at 75%	\$9,600.00
<b>Task Total</b>	<b>\$9,600.00</b>

BASE FACILITY CONDITION ASSESSMENT w/ AQUATICS - \$14,900.00

SCO #1 AQUATIC DESIGN

Task 1: Design Development Phase - \$14,000.00  
- Billed to Date: \$14,000.00  
- Remaining: \$0

Task 2: Construction Documents Phase - \$24,000.00  
- Billed to Date: \$18,000.00  
- Remaining: \$6,000.00

Task 3: Agency Review/Bidding - \$4,500.00  
- Billed to Date: \$0  
- Remaining: \$4,500.00

Task 4: Construction Administration - \$10,000.00  
- Billed to Date: \$0  
- Remaining: \$10,000.00

<b>Invoice Total</b>	<b>\$9,600.00</b>
----------------------	-------------------



# INVOICE

Invoice No.: TC97603  
Project No.: BE186102  
Project: Discovery Bay Swimming Pool  
1601 Discovery Bay Boulevard  
Discovery Bay, CA 94505

Project Mgr: Jim McClelland

Statement of Account	
----------------------	--

Contract Amount	\$67,400.00
Amount Previously Billed	\$40,900.00
Total Due this Invoice	\$9,600.00
Total Billed	\$50,500.00
Payments to Date	\$32,500.00
<b>Total Due</b>	<b>\$18,000.00</b>



# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

Meeting Date

February 19, 2020

**Prepared By:** Michael R. Davies, General Manager

**Submitted By:** Michael R. Davies, General Manager

MRD

**Agenda Title:**

Discussion and Possible Action Regarding Forwarding a Nomination for Special District Representation on LAFCO.

**Recommended Action:**

Solicit member interest to fill upcoming Special District vacancy and vote to nominate.

**Executive Summary:**

**Background:**

The District received correspondence dated January 10, 2020 from LAFCO announcing that an upcoming regular special district member seat on LAFCO will expire on May 4, 2020. The seat is currently held by Mike McGill (Central Contra Costa Sanitary District) and he will seek re-appointment. At the February 5, 2020 regular Board Meeting, the Board voted to designate President Pease as the voting delegate and Vice President Bryon Gutow as an alternate.

LAFCO is soliciting a call for nominations with a deadline of March 6, 2020. Refer attached correspondence for details on the process. In summary:

1. Consider Forwarding a Nomination:

The California Government Code sets the requirements for the Independent Special District Selection Committee ("ISDSC"). The Committee's role is to appoint the regular and alternate special district members to the Contra Costa LAFCO whenever a term expires or a vacancy exists for those seats. The upcoming vacancy for a regular special district member seat is currently held by Mike McGill. Although Mike McGill will seek re-appointment, each independent special district may submit one nomination. The nominee must be a member of a governing board of either the Town of Discovery Bay CSD or a governing board of another independent special district within the County.

2. Nominations Must be Forwarded by Board Resolution

In the event the Board approves a nomination, a nomination Resolution will be drafted for approval at the March 4, 2020 Regular Board meeting, then forwarded to LAFCO by the deadline of March 6, 2020.

**Previous Relevant Board Actions for This Item**

March 2, 2016  
January 17, 2018  
February 5, 2020

**Attachments**

LAFCO Correspondence Dated January 10, 2020

AGENDA ITEM: F-2

JAN 13 2020



Lou Ann Teixeira  
Executive Officer

January 10, 2020

**TO:** Presiding Officer and District Clerk, Each Independent Special District in Contra Costa County

**FROM:** Lou Ann Teixeira, LAFCO Executive Officer 

**SUBJECT:** **Announcement of Upcoming Special District Seat on LAFCO, Call for Nominations and Names of District Voting Delegates**

This is to advise all independent special districts that the term of one special district member on the Contra Costa Local Agency Formation Commission (LAFCO) will expire on May 4, 2020. Contra Costa LAFCO is currently accepting nominations for this seat. The vacancy is for a regular special district member seat currently held by Mike McGill (Central Contra Costa Sanitary District). Commissioner McGill will seek re-appointment.

Pursuant to Government Code Section 56332 (Attachment 1) and the Procedures for the Special District Selection Committee (Attachment 2), both of which are enclosed, I am announcing the election and calling for nominations for the seat to be submitted to the LAFCO office by **March 6, 2020** - please see enclosed 2020 Election Schedule (Attachment 3).

The following summarizes the process:

**Selection Committee:** The Independent Special District Selection Committee (ISDSC) consists of the presiding officer (or his/her designee) of the legislative body of each independent special district. This group appoints the special district members of LAFCO.

Enclosed please find a list of the independent special districts eligible to vote in this election (Attachment 4). Please review and update the attached list of district presiding officers/voting delegates (must be a board/trustee member). Board action is not necessary to name your voting representative. Please provide/update this information by **March 6, 2020**.

**Nominations:** Each candidate must be nominated by a Special District Board resolution and must be a board member/trustee of an independent special district. The nomination should include the name of the nominee and the district they serve. The nominating resolution must be submitted to LAFCO by the deadline of **March 6, 2020**. Each independent special district is entitled to nominate a maximum of one board member, either from its own district or another, if so desired.

***Note:*** *At the end of the nomination period, if only one candidate is nominated for the seat, that candidate will be deemed appointed and the election will be cancelled. If two or more candidates are nominated, the election process described below will ensue.*

**Election Procedures:** In order to maximize voting participation and ensure a quorum, LAFCO will accept ballots via email and U.S. mail. No meeting of the Independent Special District Selection Committee will be held; the election will be conducted by mail (email and U.S. mail). ***All ballots must be received in the LAFCO office by April 17, 2020 at 5:00 pm.***

In March 2020, a list of candidates and official ballots, will be sent to each independent special district via email and U.S. Mail. Please ensure that the presiding officer/voting designee for your district casts a vote. Only the presiding officer, or his/her Board designee can vote; staff members/counsel are not authorized to vote.

Prior to the election deadline, eligible nominated candidates may circulate a statement of qualifications.

**Majority Vote:** For the Selection Committee to transact business, a quorum (50% plus one) of independent special districts must cast a vote. Each district is entitled to one vote. We encourage presiding officers or his/her designee to vote in order to assure a quorum. There is a total of 42 districts eligible to vote; thus, we need at least 22 districts to cast a vote in order to achieve a quorum.

**Obligations of Service on LAFCO:** The LAFCO Commission typically meets monthly on the second Wednesday. Meetings start at 1:30 p.m. and are generally over before 4:00 p.m. Most meetings are held in the County Administration Building in Martinez. A packet of material to review for each meeting is made available to Commissioners approximately one week prior to the meeting.

The LAFCO Commission consists of two city members, two county members, two special district members and one public member, and one alternate member in each category. Alternates generally attend Commission meetings, participate in the deliberations and vote when a regular member in their category is absent or excused from voting. Commissioners are expected to represent the interests of the public as a whole when sitting on LAFCO.

Please contact the LAFCO office if you have questions or need additional information.

c: Each Member of the Commission

Enclosures

1. Government Code Section 56332
2. Procedures for the Special District Selection Committee
3. 2020 Election Schedule
4. List of Independent Special Districts Eligible to Vote in the 2020 Election

**Gov. Code 56332.** (a) The independent special district selection committee shall consist of the presiding officer of the legislative body of each independent special district. However, if the presiding officer of an independent special district is unable to participate in a meeting or election of the independent special district selection committee, the legislative body of the district may appoint one of its members as an alternate to participate in the selection committee in the presiding officer's place. Those districts shall include districts located wholly within the county and those containing territory within the county representing 50 percent or more of the assessed value of taxable property of the district, as shown on the last equalized county assessment roll. Each member of the committee shall be entitled to one vote for each independent special district of

which he or she is the presiding officer or his or her alternate as designated by the governing body.

Members representing a majority of the eligible districts shall constitute a quorum.

(b) The executive officer shall call and give written notice of all meetings of the members of the selection committee. A meeting shall be called and held under one of the following circumstances:

(1) Whenever the executive officer anticipates that a vacancy will occur within the next 90 days among the members or alternate member representing independent special districts on the commission.

(2) Whenever a vacancy exists among the members or alternate member representing independent special districts upon the commission.

(3) Upon receipt of a written request by one or more members of the selection committee representing districts having 10 percent or more of the assessed value of taxable property within the county, as shown on the last equalized county assessment roll.

(4) Upon the adoption of a resolution of intention pursuant to Section 56332.5.

(5) Upon receipt of a written request by one or more members of the selection committee notifying the executive officer of the need to appoint a member representing independent special districts on an oversight board pursuant to paragraph (3) of subdivision (j) of Section 34179 of the Health and Safety Code.

(c) The selection committee shall appoint two regular members and one alternate member to the commission. The members so appointed shall be elected or appointed members of the legislative body of an independent special district residing within the county but shall not be members of the legislative body of a city or county. If one of the regular district members is absent from a commission meeting or disqualifies himself or herself from participating in a meeting, the alternate district member may serve and vote in place of the regular district member for that meeting. Service on the commission by a regular district member shall not disqualify, or be cause for disqualification of, the member from acting on proposals affecting the special district on whose legislative body the member serves. The special district selection committee may, at the time it appoints a member or alternate, provide that the member or alternate is disqualified from voting on proposals affecting the district on whose legislative body the member serves.

(1) The executive officer may prepare and deliver a call for nominations to each eligible district. The presiding officer, or his or her alternate as designated by the governing body, may respond in writing by the date specified in the call for nominations, which date shall be at least 30 days from the date on which the executive officer mailed the call for nominations to the eligible district.

(2) At the end of the nominating period, if only one candidate is nominated for a vacant seat, that candidate shall be deemed appointed. This paragraph shall be operative only if the written notice of the meeting provided pursuant to subdivision (b) discloses that, if nominations are received for only one candidate by the end of the nominating period, the candidate shall be deemed appointed and the meeting may be cancelled.

(d) If the office of a regular district member becomes vacant, the alternate member may serve and vote in place of the former regular district member until the appointment and qualification of a regular district member to fill the vacancy.

(e) A majority of the independent special district selection committee may determine to conduct the committee's business by mail, including holding all elections by mailed ballot, pursuant to subdivision (f).

(f) If the independent special district selection committee has determined to conduct the committee's business by mail or if the executive officer determines that a meeting of the special district selection committee is not feasible, the executive officer shall conduct the business of the committee by mail. Elections by mail shall be conducted as provided in this subdivision.

(1) The executive officer shall prepare and deliver a call for nominations to each eligible district. The presiding officer, or his or her alternate as designated by the governing body, may respond in writing by the date specified in the call for nominations, which date shall be at least 30 days from the date on which the executive officer mailed the call for nominations to the eligible district.

(2) At the end of the nominating period, if only one candidate is nominated for a vacant seat, that candidate shall be deemed appointed. If two or more candidates are nominated, the executive officer shall prepare and deliver one ballot and voting instructions to each eligible district. The ballot shall include the names of all nominees and the office for which each was nominated. Each presiding officer, or his or her alternate as designated by the governing body, shall return the ballot to the executive officer by the date specified in the voting instructions, which date shall be at least 30 days from the date on which the executive officer mailed the ballot to the eligible district.

(3) The call for nominations, ballots, and voting instructions shall be delivered by certified mail to each eligible district. As an alternative to the delivery by certified mail, the executive officer may transmit materials by electronic mail. All notices and election materials shall be addressed to the presiding officer, care of the clerk of the district.

(4) Nominations and ballots may be returned to the executive officer by electronic mail.

(5) Each returned nomination and ballot shall be signed by the presiding officer or his or her alternate as designated by the governing body of the eligible district.

(6) For an election to be valid, at least a quorum of the special districts must submit valid ballots. The candidate receiving the most votes shall be elected, unless another procedure has been adopted by the selection committee. Any nomination and ballot received by the executive officer after the date specified is invalid, provided, however, that if a quorum of ballots is not received by that date, the executive officer shall extend the date to submit ballots by 60 days and notify all districts of the extension. If ballots from a quorum of the districts have not been received at the end of the 60-day extension period, the executive officer shall extend the period to return ballots for a length of time at his or her discretion until a quorum is achieved, unless another procedure has been adopted by the selection committee. The executive officer shall announce the results of the election within seven days of the date specified.

(7) For a vote on special district representation to be valid, at least a quorum of the special districts must submit valid ballots to the executive officer by the date specified in the voting instructions, which date shall be at least 30 days from the date on which the executive officer mailed the ballot to the eligible district. If ballots from a quorum of the districts have not been received at the end of the 60-day extension period, the executive officer shall extend the period to return ballots for a length of time at his or her discretion until a quorum is achieved, unless another procedure has been adopted by the selection committee. By a majority vote of those district representatives voting on the issue, the selection committee shall either accept or deny representation. The executive officer shall announce the results of the election within seven days of the date specified.

(8) All election materials shall be retained by the executive officer for a period of at least six months after the announcement of the election results.

(g) For purposes of this section, "executive officer" means the executive officer or designee as authorized by the commission.

**CONTRA COSTA COUNTY SPECIAL DISTRICTS**  
**Procedures for the Special District Selection Committee**  
**(Revised January 2010)**

The California Government Code, specifically Section 56332, sets forth requirements for the Independent Special Districts Selection Committee ("Selection Committee"). The procedures contained herein are intended to supplement the code and provide local rules relating to the selection of special district members to the Contra Costa Local Agency Formation Commission (LAFCO).

Selection Committee Purpose

The purpose of the Selection Committee shall be to appoint the regular and/or alternate special district members to the Contra Costa LAFCO whenever a term expires or a vacancy exists for the regular or alternate special district member seats. The term of office of each LAFCO member shall be four years and until the appointment and qualification of his or her successor (Gov. Code §56334).

Selection Committee Membership

The Selection Committee shall be comprised of the presiding officer of the legislative body of each independent special district. If the presiding officer is unable to attend a Committee meeting, the district may appoint one of its other members to attend the meeting (Gov. Code §56332).

Selection Committee Meetings

The LAFCO Executive Officer shall notify all independent special districts of a vacancy or impending vacancy in the position of regular or alternate special district member and shall schedule a meeting of the Selection Committee.

To the extent possible, Selection Committee meetings shall be scheduled in conjunction with meetings of the Contra Costa Special Districts Association as a convenience to members and for efficiency.

The Executive Officer shall provide a schedule to submit nominations to all independent special districts prior to the Selection Committee meeting.

All meetings of the Selection Committee shall be open meetings and comply with all applicable provisions of the Ralph M. Brown Act.

Quorum

Each presiding officer (or appointed alternate board member) attending the Selection Committee meeting shall be required to register their attendance. Members representing a majority of the eligible districts shall constitute a quorum for the conduct of the Selection Committee business. No meeting shall be convened prior to establishing a quorum. The Committee shall act by majority vote of the quorum, or if more than a quorum is present at the meeting, by majority vote of those members present.

Nomination Procedures

Members of governing boards of independent special districts may be nominated to serve as a regular or alternate special district member of the Contra Costa LAFCO (Gov. Code §56332).

Each independent special district shall be entitled to nominate a maximum of one board member per vacancy (i.e., for each regular and each alternate seat) from any district. Districts are required to make nominations by adoption of a Board resolution.

Upon selection of a nominee, the presiding officer of the district shall provide written notification of the nomination, including a copy of the Board resolution, to the LAFCO Executive Officer.

All nominations received in sufficient time prior to a Selection Committee meeting will be copied and distributed to the presiding officer of each independent special district.

Nominations may be made from the floor at the Selection Committee meeting, but only if no prior nominations by resolution were submitted by any of the independent special districts.

#### Balloting Process

Each nominee will be afforded an opportunity to make a brief statement (maximum of five minutes) at the Selection Committee meeting. Following these presentations, members of the Selection Committee may discuss the appointment prior to the vote being taken.

Nominees shall be selected based on the following process:

- A ballot listing all known nominees shall be prepared and copied for the meeting. Each ballot shall have opposite the nominee's name a box to record the vote. In the event that no prior nominations by resolution are submitted, a ballot containing blank lines to vote for nominees who are put forth from the floor at the Selection Committee meeting shall be distributed at the meeting.
- Each ballot shall have a line for the name of the special district that is casting the vote and a line for the name of the voting delegate. The ballot will not be counted if the name of the special district and voting delegate are not included.
- After votes are tallied, each delegate's vote will be announced during the meeting.

#### Selection of LAFCO Members

The person selected to serve shall have received a majority of the votes cast in the election.

If there are more than two nominees for a single seat and no individual receives the majority of the total votes cast in the first ballot there shall be a run-off election between the two nominees who received the greatest number of votes.

If there are only two nominees for a single seat and each receives an equal number of votes, the selection to serve on LAFCO shall be done by a "straw draw" unless one of the two candidates chooses to relinquish the position.

If, as a result of an election, the Alternate Special District member on LAFCO is chosen as a Regular Special District Member, another election shall be held at a subsequent Selection Committee meeting to fill the new vacancy in the Alternate Member position.

#### Alternate Nominating and Balloting Process

In the event that the LAFCO Executive Officer determines that securing a quorum of Selection Committee members for a meeting is not feasible, the Executive Officer may conduct the business of the Selection Committee in writing (Gov. Code §56332).

**SPECIAL DISTRICT SELECTION COMMITTEE 2020 ELECTION SCHEDULE**

<u>Date/Deadline</u>	<u>Task</u>
1/10/20	LAFCO sends letter announcing vacancy, election schedule, and call for nominations and names of voting delegates
2/7/20	LAFCO sends reminder
3/6/20	Districts' deadline for submitting names of voting delegates and nominating resolutions

**IF AN ELECTION IS NEEDED, THE FOLLOWING SCHEDULE WILL APPLY:**

3/13/20	LAFCO transmits list of candidates and ballots to voting delegates (email and US mail)
3/20/20	LAFCO sends reminder to return completed ballots to the LAFCO office by <u>April 17, 2020</u> .
4/17/20	Election date
4/24/20	LAFCO must make election results available within 7 days of election [Gov. Code §56332(f)(6)]

**ATTACHMENT 4**

<b>INDEPENDENT SPECIAL DISTRICT SELECTION COMMITTEE</b>			
<b>DISTRICT</b>	<b>NAME</b>	<b>TITLE</b>	<b>ALTERNATE</b>
ALAMO-LAFAYETTE CEMETERY DIST	Nancy J. Flood	Chair	Carolyn Thiessen, Trustee
AMBROSE REC & PARK DIST	Trina Hudson	Chair	Mae Torlakson, Vice Chair
B-B-K-U CEMETERY DIST	Patricia Bristow	Chair	Barbara Guise
BETHEL ISLAND MID	Bruce Smith	Board President	Anthony Berzinas, VP
BYRON SANITARY DISTRICT	Danny Hamby	Chair	Mike Nisen, Vice Chair
CASTLE ROCK COUNTY WATER DISTRICT	Fred Allen	Chair	Robert Deinhammer
CENTRAL CONTRA COSTA SANITARY DIST	Mike McGill	Pres Pro Tem	Dave Williams, Pres
CONTRA COSTA MOSQUITO & VECTOR CONTROL	Warren Clayton	Trustee	Darryl Young, Trustee
CONTRA COSTA RESOURCE CON DIST	Igor Skaredoff	President	
CONTRA COSTA WATER DISTRICT	John Burgh	Director	
CROCKETT COMMUNITY SERVICES DISTRICT	Kent Peterson	President	Michael Kirker VP
DIABLO CSD	Ray Brant,	President	Kathy Urbelis, VP
DIABLO WATER DISTRICT	Edward Garcia	President	
TOWN OF DISCOVERY BAY CSD	Kevin Graves	Board Member	Bill Mayer, Pres
EAST CONTRA COSTA FIRE PROTECTION DISTRICT	Brian Oftedal	President	Stephen Smith, VP
EAST CONTRA COSTA IRRIGATION DIST	Glenn Stonebarger	President	
GREEN VALLEY REC & PARK DIST	Adam Glimme	Board Member	
IRONHOUSE SANITARY DIST	Dawn Morrow	Vice Pres	
KENSINGTON FIRE PROTECTION DISTRICT	Janice Kosel	President	Laurence Nagel, VP
KENSINGTON POLICE PROT & CSD	Christopher Deppe	Board Member	
TOWN OF KNIGHTSEN CSD	Trish Bello-Kunkel	Chair	Gilbert Somerhalder, Vice Chair
LOS MEDANOS COMMUNITY HEALTHCARE DIST	J. Vern Cromartie	President	Arthur Fountain, VP
MORAGA-ORINDA FIRE DIST	Steve Danzinger	President	
MT. VIEW SANITARY DIST	Stan Caldwell	President	Gregory Pyka, VP
PLEASANT HILL REC & PARK DIST	Sandra Bonato	Chair	Jennifer Ortega, Vice Chair
RECLAMATION DIST (RD) 799			
RD 800	Tom Judge	Trustee	
RD 830	Chad Davisson	Board Member	
RD 2024	Don Wagenet	President	John Jackson, Trustee
RD 2025	David Forkel	Chairman	
RD 2026	David Forkel	Chairman	
RD 2059	Rob Davies	President	
RD 2065	Coleman Foley	President	Thomas E. Baldocchi Sr. Thomas E. Baldocchi Jr.
RD 2090			
RD 2117	Joyce Speckman	Trustee	Sandra Speckman Kiefer, Trustee
RD 2122			
RD 2137			
RODEO-HERCULES FIRE PROTECTION DIST	Andrew Gabriel	Chair	
RODEO SANITARY DISTRICT			
SAN RAMON VALLEY FIRE PROTECTION DIST	Matt Stamey	Board Member	
STEGE SANITARY DISTRICT	Dwight Merrill	President	
WEST COUNTY WASTEWATER DIST	Sherry Stanley	Vice Pres	David Alvarado

**PLEASE REVIEW AND UPDATE AS NEEDED**